



SUBJECT: Amendment No. 1 to Request for Proposal No. 1938
DATE OF AMENDMENT: November 20, 2012
DATE OF RFP RELEASE: October 22, 2012
DATE AND TIME OF OPENING: December 20, 2012 @ 2:00 P.M.
AGENCY CONTACT: Ronda Miller, Procurement Staff Member

The following shall be a part of RFP No. 1938 for *Security and Life Safety Systems*. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

Part I ~ Changes to the RFP:

It is the awarded vendor's responsibility to negotiate with each participating State agency regarding rules and/or regulations pertaining to State owned vs. Leased buildings.

Additional language added to Attachment O ~ State of Nevada Specific Requirements

The State of Nevada requires all awarded vendors to comply with the following:

- A. Remodeling or reconfiguring a Nevada State owned or leased building requires prior written authorization from the Public Works Division if the work has any impact or attachment to the building, its surfaces, or systems, or if it requires any building permit or state licensed designer or installer. Cumulative remodeling in State owned or operated buildings must not:
 - 1) Damage, overtax, or impair building surfaces, structures, or systems;*
 - 2) Violate codes, accessibility laws or endanger occupants;*
 - 3) Result in unplanned costs of installation, maintenance, or operations; and*
 - 4) Alter the occupancy type or occupancy load for which the building was originally leased.**
- B. All contracts for remodeling leased facilities that qualify under the guidelines of (A) above must be arranged with the Lessor. Tenant agencies acting independently are not authorized to perform modifications to buildings not owned by the State.*
- C. Costs of permits, rental equipment and other direct costs shall be included in quotes submitted to agencies for pre-approval.*

D. Any awards resulting from this solicitation shall be based on the evaluation criteria and the ability of the proposer to supply both equipment and installation. In the event that a proposer is not able to provide both equipment and installation, a proposal naming a subcontractor that can provide either the equipment or the installation may be submitted. Any named subcontractor shall be bound by Section 4.2 and all other sections referencing subcontractors in this RFP. All warranty and maintenance work shall be the responsibility of the awarded contractor(s); however, warranty and maintenance work may be completed by the named subcontractor on behalf of the awarded contract holder.

E. The awarded vendor(s) will be responsible for the proper operation (including any power requirements), function, and décor/ascetics of each door, door trim, door jamb, door hardware, door strike, door glass, or any other attached hardware or decorative paint, stain, artwork, including but not limited to signage of any type, as well as any ADA accommodations. The awarded vendor(s) shall be responsible for repairing all damaged or altered areas that occurred during construction.

E. Protection of Sensitive Information will include the following:

- a. Sensitive information in existing legacy applications will encrypt data as is practical.***
- b. Confidential Personal Data will be encrypted whenever possible.***
- c. Sensitive Data will be encrypted in all newly developed applications.***

Part II ~ Questions and Answers:

1. Paragraph 3.4.2. states: “Participating States or agencies may choose to use CCTV video cards for video surveillance”. Question: Integrated security systems typically do not use “video cards”. If there is a specific manuf./model, please specify.

No.

2. Under the requirements for asbestos, Paragraph 3.5.4.2 states: “The project manager and/or building owner shall assume responsibility for taking material samples for testing; and” Question: Is this an incomplete sentence?

No. It shall be the responsibility of the project manager and/or the building owner to have material samples tested for asbestos.

3. Paragraph 11.3.7.3 states: “System and program documentation describing the most current version of the system, including the most current versions of source and object code” Question: Security manufacturers typically do not release source code as they consider it a proprietary trade secret. Please state if source code is required.

No.

4. Paragraph 11.3.8.2.A states: “Two copies of the source code (preferably commented code) including all listing of the lines of programming and any custom developed code for the system for each version of the software on virus-free magnetic media, compiled and ready to be read by a computer; Question: Security manufacturers typically do not release source code as they consider it a proprietary trade secret. Please state if source code is required.

No.

5. Paragraph 1.1.1.12 states: “It will be the awarded vendors’ responsibility to provide to all Participating States proof that all sales/use taxes have been paid”, however Paragraph 11.4.1.15 states: “Unless otherwise specified in the Contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide Vendor with a tax exemption certificate acceptable to the applicable taxing authority”. Question: Are taxes to be included in the proposal, or is it expected the vendor will pay taxes without passing on the cost to the Government? 1.5.1 Resulting contract(s) will be subject to an Administrative Fee of one-half of one percent (0.5% or 0.005) payable to WSCA/NASPO. Vendor(s) should take this fee into consideration when submitting proposals and should include the Administrative Fee in the pricing.

The state is not responsible for and will not pay local, state or federal taxes. All costs associated with the contract must be stated in U.S. currency.

6. In Section 3 - Scope of Work, does the State of Nevada desire that the services of an unbiased, third-party consultant with specialized knowledge of the “systems” cited in Section 3 be available for use by various state agencies and would a response focused only the type of services suggested below be reviewed and considered for contract award? Examples of potential services related to this Scope of Work could be as follows: Security Related Systems (Burglar Alarm, Access Control, and CCTV systems): Risk Assessment Threat Assessment Vulnerability Assessment Capabilities Assessment Security Technology Assessment Physical Security Assessment System Design and Specification System Integration Design and Specification Construction Administration (system specific) Testing and Commissioning Fire Suppression Systems (Fire Extinguishers and Fire Alarm, Fire Sprinkler, & Ansul Fire Suppression systems): Code Gap Analysis for Existing Systems Risk Assessment Hazard Assessment Fire Systems Technology Assessment Fire Systems Design and Specification Construction Administration (system specific) Testing and Commissioning.

The State is not seeking consulting services.

7. Who is the sourcing team comprised off?

The sourcing team is made up of representatives from various participating states.

8. Section 1.1.1.12 Under what format would we submit proof that all sales/use taxes have been paid?

Refer to question 5 of this amendment.

9. Section 1.5.1 The Administrative fee says it will be based on all purchases. Is this for parts only?

Total sales to include parts and services.

10. Section 1.5.1 Will the Administrative fee apply to service maintenance?

Refer to question 9 of this amendment.

11. Section 1.6.1.3 Seeing how states own and run the access control servers, how would you expect the vendor to provide monthly access reports?

If a system is managed by the vendor, they must be able to provide state-specific reports on system capabilities and usage if requested.

12. Section 1.6.2.1 Would the sales summary report include service of existing systems?
All sales/services performed under the resultant contract will be required to report.
13. Section 3.1.6 A four hour response to a location may not be physically possible depending on location within state. Could this be a conversation within four hours with onsite assistance as soon as possible?
Participating States may negotiate according to their needs.
14. Section 3.1.8 Does backup communication mean only new installation?
No. The awarded vendors will be required to provide a means of back up communication.
15. Section 3.1.9 Does the state currently have a list of alarm panels installed across the state in order to meet this requirement?
No.
16. Section 3.3.6 Even though there is one designated employee, can there be more to accommodate the day to day requests?
Yes.
17. Section 3.4 Is it required for the CCTV to integrate with the access control system?
Yes.
18. Section 3.5.1.1 Can we submit our standard service agreement with the proposal for consideration under this RFP?
Refer to Section 3.5.1.1 of RFP 1938.
19. Section 3.5.2 Will existing background checks remain in force or will new checks be required under this RFP?
This is a new contract; therefore, new background checks will be required.
20. Section 3.5.5.7.A How will the standard of performance be determined?
Within 7 calendar days after installation if product fails it shall be the vendor's responsibility to replace at no cost to the using agency. Refer to Section 11.4.1.13 of the RFP for additional information.
21. How many fire alarm systems have to be broken into 4 individual quarters to complete the annual testing?
The State does not understand this question.
22. Can you provide a complete location list by state?
No.
23. Can you provide a complete census of equipment to be tested broken out by location and system type?
Refer to Attachment P ~ Sample Equipment List.
24. Please specify the edition of the applicable code for each system type to be tested under.
This information is not available.

25. Please confirm the NFPA codes to be utilized for testing by system type. Note, some ambiguity in the sprinkler system section.
All appropriate NFPA codes pertaining to the specific jobs.
26. Please list any additional regulations and/or requirements by state required during testing.
It is the vendor's responsibility to know all laws pertaining to State's bidding on.
27. Though work may be subcontracted do all of our subcontractors need to be prequalified or is it acceptable to have only our organization is prequalified?
Vendors are not required to prequalify. All contractors and subcontractors must be fully licensed and certified as required.
28. Are there special notification requirements to the facility/location for the inspection?
Awarded vendors shall work with individual agencies to determine the best method.
29. Are there any time of day, day of week, week or month restrictions?
No.
30. Do you have building information: A. number of stories B. Square footage?
Refer to question 22 of this amendment.
31. May inspections be combined on the same visit reducing cost and subsequent price?
Yes if appropriate.
32. Is the state of Nevada bid all inclusive or is it acceptable to bid individual items?
Refer to Section 3 Scope of Work of RFP 1938.
33. Are award decisions weighted by how many services can be provided from the scope of work?
Refer to Section 10 Proposal Evaluation and Award Process of RFP 1938.
34. If the response to an emergency/trouble call determines special order or fabricated items to be acquired, it will require a return trip. We presume this will not incur a penalty, correct?
Yes.
35. Vendors have pricing variants from State to State. Can our bid offer pricing specific to each State?
Yes. Vendors must clearly identify State's proposing on.
36. RFP indicates awarded vendor must connect with the eMarket Center. Is there a cost to integrate with this system?
No.
37. Would the General Contractor for new construction, when not the awarded vendor for this RFP, be the one responsible for repairs to avoid voiding any implied warranty?
In order to maintain warranties, only appropriately licensed and certified vendors may work on equipment installed as a result of this contract.
38. Will an inspection report showing the services performed and materials used be acceptable as a 'receipt'?

This will be negotiated with each participating entity.

39. If presented a list of vendors partner subcontracted requirements, would this suffice in lieu of customer required preapproval of each subcontractor?

No.

40. Will you require us to submit a price schedule for the manufacturer's equipment list and if so will you look for a discount % off list?

Refer to Attachment J – Cost Schedule.

41. Will each State entity who has a project have the option of getting separate quotes from the dealers under the state contract. Or can they choose a dealer of their choice and work with them?

It is the intent to award multi State multi award contracts to allow agencies the option to choose.

42. Paragraph 3.4.2. states: "Participating States or agencies may choose to use CCTV video cards for video surveillance". Question: Integrated security systems typically do not use "video cards". If there is a specific requirement or manuf./model, please specify.

Refer to question 1 of this amendment.

43. Under the requirements for asbestos, Paragraph 3.5.4.2 states: "The project manager and/or building owner shall assume responsibility for taking material samples for testing; and" Question: Is this an incomplete sentence?

Refer to question 2 of this amendment.

44. Paragraph 11.3.7.3 states: "System and program documentation describing the most current version of the system, including the most current versions of source and object code" Question: Security manufacturers typically do not release source code as it is considered a proprietary trade secret. Please state if source code is required.

Please refer to question 3 of this amendment.

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Please refer to question 3 of this amendment.

46. Paragraph 1.1.1.12 states: "It will be the awarded vendors' responsibility to provide to all Participating States proof that all sales/use taxes have been paid", however Paragraph 11.4.1.15 states: "Unless otherwise specified in the Contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide Vendor with a tax exemption certificate acceptable to the applicable taxing authority".

Refer to question 5 of this amendment.

47. Will the State allow additional language to support fire alarm and security monitoring in the agreement.

Vendors may take exception to the RFP under Attachment B.

48. Can it be assumed that the existing fire alarm and security systems that the state is requesting to be monitored, and have been kept up to state and industry standards through their time in service?

Yes.

49. Based on legal review of the RFP, it states that monitoring would be included in the contracts. If that is the case then can we use its monitoring agreements to support the fire alarm and security monitoring?

Refer to question 47 of this amendment.

ALL ELSE REMAINS THE SAME FOR RFP 1938.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR _____

AUTHORIZED
SIGNATURE _____

TITLE _____

DATE _____

RFP 1938 Amendment 1

**This document must be submitted in the
“State Documents” section/tab of vendors’**